

DECLARATORY

Improvement Res. No. 1066-1961

For the Condemnation of right of way for
street purposes at the northeast corner
of Main Street and Knitters Avenue.

Resolution Adopted: Oct. 24, 1961

Confirmed:

Nov. 15, 1961

Bids Received:

Contract Awarded:

Contract and Bond:

Contractor:

Reported Completed:

Assessment Roll Confirmed:

Dec. 27, 1961

B.O. 164-

McMillan's
h y c R R

DECLARATORY RESOLUTION NO. 1066-1961

For the Condemnation of right of way for street purposes at the northeast corner of Main Street and Knitters Avenue.

PLANS ORDERED:

ADOPTED: October 24, 1961

ADVERTISE NOTICE TO PROPERTY OWNERS: Oct. 27 and Nov. 3, 1961
Notices mailed Nov. 3, 1961

HEARING ON CONFIRMATION: Wed., Nov. 15, 1961 at 10 a.m.

CONFIRMED: November 15, 1961

A SSESMENT ROLL ORDERED: Nov. 15, 1961

ASSESSMENT ROLL APPROVED: Nov. 27, 1961

HEARING ON CONFIRMATION
OF ASSESSMENT ROLL: Wed. Dec. 27, 1961, 9 a. m.
Notice of Non Residents, Nov. 29, Dec. 6 & 13, 1961
NOTICE ~~SERVED~~ mailed - Dec. 13, 1961

ASSESSMENT ROLL CONFIRMED: Dec. 27, 1961

Remonstrance filed: Dec. 27, 1961

For the ~~Vacation Opening~~ Condemnation of right of way for ~~utility purposes~~ street purposes at the northeast corner of Main Street and Knitters Avenue.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to condemn right-of-way for street purposes from Fort Wayne and Jackson Railroad Company at the northeast corner of Main Street and Knitters Avenue, said right-of-way more particularly described as follows:

(See attached sheet)

All as shown by a plan of such proposed ~~Vacation Opening~~ Condemnation of right of way for ~~utility~~ street purposes as above described, now on file in the Office of the Department of Public Works of the City of Fort Wayne, Indiana

The cost of said ~~Vacation Opening~~ Condemnation of right of way for ~~utility~~ street purposes shall be assessed against the property beneficially affected thereby.

The property which may be injuriously or beneficially affected by such ~~Vacation Opening~~ Condemnation of right of way for ~~utility~~ street purposes is described as follows: Fort Wayne and Jackson Railroad Company right-of-way and the City of Fort Wayne, Indiana.

All according to the method and manner provided for in an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", as approved March 6, 1905 and the provisions of all acts amendatory thereto and supplemental thereof, including the right to bond assessments as in said law ordered.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5) % per annum. Under no circumstances shall the City of Fort Wayne, Indiana be or be held responsible for any sum or sums due from the said property owner or owners, or for the payment of any bond or bonds, except for such moneys as shall have been actually received by the City from the assessments for such property damages as said City is by said above entitled act required to pay. All proceedings had in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

~~The vacation of the above described _____ shall be subject to an easement for the use of the City of Fort Wayne, Indiana, and other public utilities for the construction and maintenance of sewers, water mains, gas mains, electric pole lines and conduits, telephone and telegraph pole lines and conduits.~~

All Streets, lots and lands affected by the above described condemnation of right-of-way for street purposes are situated in the southwest quarter of Section Three, Township 30 North, Range 12 East and lie wholly within the corporate limits of the City of Fort Wayne, Indiana.

ADOPTED THIS

24

DAY OF

October 1961

Attest

Secretary Board of Public Works.

Board of Public Works.



RIGHT-OF-WAY TO BE CONDEMNED



NORTHEAST CORNER OF MAIN STREET AND KNITTERS AVENUE

Beginning at the intersection of the easterly right-of-way line of Knitters Avenue and the north right-of-way line of Main Street, both as presently established in the City of Fort Wayne, Indiana; thence east along the north right-of-way line of Main Street, a distance of 30 feet; thence in a northwesterly direction to a point on the easterly right-of-way line of Knitters Avenue, said point being 35 feet northeast of the point of beginning; thence in a southwesterly direction along the easterly right-of-way line of Knitters Avenue, a distance of 35 feet, to the point of beginning.

NEW YORK CENTRAL SYSTEM

NOTED

☐ P.F.R.
☐ J.D.L.
☐ B.W.

J. M. KIRKPATRICK
REAL ESTATE MANAGER

Date
114 WEST CONCOURSE
CLEVELAND UNION TERMINAL
50 PUBLIC SQUARE
CLEVELAND 13, OHIO

October 6, 1961
File: 451-3-62

The Board of Public Works
Fort Wayne, Indiana

Gentlemen:

In connection with the proposal by the City to construct a curb-cut improvement at the northeast corner of Main Street and Knitters Avenue at Fort Wayne, which would result in the use of about 390 square feet of railroad right of way, in similar cases along this Company's System Lines I have placed the Railroad Company's standard 30-day lease in force.

I would be willing to enter into such a lease at a rental of \$100.00 for the first year and \$25.00 per annum thereafter. My experience has been that a lease of that particular nature would not be cancelled by my Company unless there were extraordinary circumstances.

In order that you may be familiar with the lease, I am attaching a full copy of the same. The termination provisions on Page 1 of the lease may be modified so that either party may terminate on 30 days' notice and the tax clause may be modified to exclude the payment of taxes upon the demised premises.

In connection with the hold harmless provisions, the City may provide insurance as set forth in the article opposite the marginal word "Insurance" or the Railroad Company may purchase its protective insurance for an additional rental consideration of \$20.00 per year. In other words, the rental for the first year would be \$120.00 and thereafter \$45.00 per annum.

I think this is the simplest way to progress the matter and would appreciate advice if the lease arrangement is satisfactory.

I am also attaching a paper entitled "Railroad Protective Insurance" together with the type of insurance the Railroad Company would require in the event you do not desire the placement of railroad protective insurance.

Very truly yours,

J. M. Kirkpatrick
Real Estate Manager

RJS/rw
Encls. 2

DATE

LESSDR THE NEW YORK CENTRAL RAILROAD COMPANY, hereinafter called Lessor, leases to

LESSEE

herein called Lessee, in consideration of the rents to be paid and the covenants and agreements to be performed by Lessee, as hereinafter provided, the following described premises:

PREMISES

Together with any and all buildings, structures, appurtenances and other improvements now or at any time constructed or placed thereon or therein, all hereinafter called the demised premises.

() Insurance covering Lessor — Annual Cost

TERM For the term of _____ from the _____ day of _____, unless sooner terminated, hereinafter called the rent, at the annual rental or sum of _____

RENT to be paid in equal _____ installments in advance, to wit: on the first day of _____ in each and every lease year, and at the additional rents hereinafter provided.

PURPOSES Lessee may use the demised premises only for:

TERMINATION Lessor reserves the right to terminate this lease and the term hereof at any time upon giving 30 days' notice in writing to Lessee of its intention so to terminate the same, and this lease and term hereof shall cease, determine and end on the date specified in such notice, and thereafter Lessor may re-enter upon and take possession of the demised premises and every part thereof, either by force or otherwise without being liable to prosecution or damages therefor and have and enjoy the demised premises as of its former estate, free, clear and discharged of this lease and of all rights of Lessee hereunder. Any notice required hereunder to be given by Lessor to Lessee may be given at the option of Lessor either by delivering it to or by leaving it at the residence or place of business of Lessee or any officer of Lessee, or by posting such notice on any part of the demised premises.

BRDKERS Lessee hereby represents that it has not dealt with any broker or commission agent with reference to this lease or the demised premises.

DEFAULT Lessor and Lessee hereby mutually covenant and agree as follows:

If default shall be made in the covenants to pay rent or additional rents, or if default shall be made in any of the other covenants and agreements herein contained on the part of Lessee, or if the demised premises shall during said term become vacant, or if Lessee file or suffer to be filed against it a petition in bankruptcy or if Lessee shall be declared bankrupt or insolvent according to law, or if a receiver or trustee be appointed for the property of Lessee, or if Lessee shall make a general assignment for benefit of creditors, then Lessor shall, in any such event, in addition to any action it may have in law or equity to recover damages by reason of breach of the provisions of this lease, have the right to serve upon Lessee a ten days' written notice terminating this lease and the term hereof, and ten days after service of said notice, this lease and term hereof shall cease and determine, and in the event Lessee shall fail or neglect to remove from the demised premises upon the date fixed in said notice, Lessor shall have the right to remove Lessee by

summary proceedings as for a holding over after the expiration of the term of this lease, or without giving such notice may, as provided in paragraph in this lease operate the marginal word "Termination", re-enter and take possession of the demised premises either by force or otherwise without being liable to prosecution or damages therefor, and all buildings, structures, improvements and materials erected or placed upon the demised premises by Lessee shall thereupon be and become the property of Lessor, and/or may be removed and/or demolished by Lessor at sole cost and expense of Lessee and Lessee shall pay to Lessor, upon demand, the entire cost of such removal and/or demolition. And Lessee hereby waives and relinquishes unto and in favor of Lessor, the operation of all laws which do now or hereafter may exempt any property on the demised premises, or any property in any way belonging to Lessee, whether on the demised premises or elsewhere, from levy and sale upon distress for the rent and additional rents, if any, or upon an execution of any judgment obtained in an action brought for non-payment of rent or additional rent or for breach of any other of the provisions hereof. The respective parties shall and hereby do waive trial by jury in any action, proceeding, or counter-claim brought by either of the parties against the other on any matter whatsoever arising out of or in any way connected with this lease, Lessee's use of and occupancy of the demised premises, and/or any claim of injury or damage arising out of or in connection with the same. Lessee has inspected and accepts the demised premises in their present condition and agrees that no representations or warranties with regard to the condition, fitness for use, or zoning of the demised premises have been made that are not specifically expressed herein.

REFUND In the event of the termination of this lease by Lessor for any cause other than default or failure to comply with the terms of this lease by Lessee, if the rent shall have been paid by Lessee in advance to a day subsequent to the date of such termination of this lease, then Lessor within thirty days after demand therefor by Lessee shall refund and repay to Lessee and Lessee shall receive and accept as full payment for all loss, damages and demands occasioned by such termination of this lease, the apportioned amount of the rent so paid by Lessee in advance for that portion of the term so avoided.

TAXES Lessee shall pay to Lessor the said rent above reserved on the days and in the manner limited and prescribed as aforesaid for the payment thereof, without any deduction or delay; and as additional rents hereunder Lessee shall pay or cause to be paid to Lessor all charges for water or sewer rates or rents and all taxes, duties and assessments which may during the said term be charged, assessed or imposed upon the demised premises and upon any and all buildings, structures, betterments or other improvements erected or placed upon the demised premises and if the demised premises and the improvements thereon are not taxed separately but as a part of a larger tract or parcel or in connection therewith, then Lessee shall pay a reasonable and equitable portion as fixed and determined by Lessor of the taxes upon the whole part or parcel, with the improvements thereon. Lessee shall also pay as additional rent for any heat, electricity, or other utilities provided by Lessor at reasonable rates therefor but not exceeding the rates charged by the local public utilities furnishing similar service, and Lessor shall not be held liable for any temporary suspension of any such services. Lessee may, and at the request of Lessor shall, install at its own cost and expense meters to measure consumption of electricity and other utilities on the demised premises.

ASSIGNING Lessee shall not assign this lease or sublet the demised premises or any portion thereof or mortgage or otherwise encumber or permit to be encumbered the said term or any part thereof or any structures now or hereafter placed thereon, without the prior written consent of Lessor, and consent to assign or sublet or mortgage or encumber the whole or any part shall not be deemed as waiving this restriction as to any other portion or giving assent to any other subletting or assignment or encumbrance, and the demised premises shall be used only for the purposes hereinbefore specified. Any transfer by merger, consolidation, operation of law or proceedings in equity, bankruptcy, insolvency, or reorganization or any transfer of a controlling interest in the stock of Lessee to persons not now in control shall be deemed an assignment within the meaning of this provision.

LIQUDR Lessee shall not sell or permit the sale of any beer, ale, wine or other spirituous liquor, of any kind whatsoever, upon or about the demised premises.

DRDINANCES Lessee shall at its sole cost and expense comply with and obey all ordinances, rules, regulations, requirements and laws of all Federal, State, Municipal, County, Town, Village or other governmental authorities and the various departments thereof, so far as the same may affect the demised premises or the use thereof; and shall also comply with all regulations, rules and requirements of the Board of Fire Underwriters with respect to the demised premises and shall not knowingly permit any article to be brought upon or any act to be done upon or about the demised premises that will cause the cancellation of any policy of fire insurance thereon or increase the rates for such insurance beyond that usually charged for buildings of similar character and construction used for the purpose herein authorized. Lessee shall occupy and use the demised premises in a careful, safe and orderly manner so as not to interfere in any way with the maintenance or operation of Lessor's transportation business or any of its appurtenant structures or facilities.

LIABILITY The Lessee will be responsible for and will indemnify, save harmless and defend the Lessor from any and all claims and suits for, and any and all liability, loss or expense arising from or in connection with damage to or loss of property of the Lessor, Lessee, or of agents, servants and employees of either, or of passengers or of any other person and from any and all claims and suits for, and any and all liability, loss, or expense arising from or incidental to or in connection with injury or death to persons, including agents, servants, or employees of the Lessor or of the Lessee, or any other person, all arising out of or incidental to or in connection with this lease or the demised premises.

REMDVAL OF BUILDINGS If Lessee shall have paid the rent and additional rents as aforesaid in full and without default and shall have faithfully kept and performed every and all the terms and conditions herein by Lessee to be kept and performed and not otherwise, Lessee may within five days after the expiration or other termination of this lease remove all buildings, structures and material erected or placed by Lessee upon the demised premises during the said term of this lease, rent being paid during said time upon the same terms as herein stated. PROVIDED the demised premises are left in as good condition as they were in before such buildings and structures were erected thereon. BUT all buildings, structures, improvements and other property erected or placed by Lessee upon the demised premises which are not so removed shall thereupon be, and become the property of Lessor and/or may be removed or demolished by it at the sole cost and expense of Lessee and Lessee hereby covenants and agrees to pay to Lessor, upon demand, the entire cost of such removal or demolition. This paragraph shall survive the expiration or other termination of this lease.

ALTERATIONS Lessee shall surrender the demised premises at expiration or other termination of this lease in good and tenantable order and repair to the satisfaction of Lessor, reasonable wear and tear thereof and damage by the elements excepted, and shall also pay to Lessor the cost of repairing any and all damages done to the demised premises and to the fixtures and facilities therein whether in connection with the moving or removal of property of Lessee or otherwise. Lessee shall not make any alterations, additions or improvements on the demised premises without the prior written consent of Lessor, and all alterations, additions or improvements which may be made by either Lessor or Lessee upon the demised premises unless otherwise herein provided and except personal property installed at the expense of Lessee and removable without damage to the demised premises, shall be the property of Lessor and shall remain upon and be surrendered with the demised premises as a part thereof at the expiration or other termination of this lease without disturbance, molestation, or injury.

SNOW, ETC. SIDEWALKS SPRINKLING Lessee shall keep the sidewalks on or abutting the demised premises unobstructed and free from snow and ice and in good order and repair, and if any repair to such sidewalks shall be made by Lessor, the cost thereof shall become additional rent hereunder, payable for and on account of the demised premises, and Lessee shall pay the bill or bills rendered therefor on presentation. Lessee shall pay all sprinkling charges assessed or imposed upon the demised premises.

PAINTING Lessee shall keep the demised premises painted so as to present a good appearance as required by Lessor and will also keep the demised premises in good tenantable order and repair, and will prevent any lien or obligation from being created against or imposed upon the demised premises and will discharge all liens or charges for services rendered or materials furnished in connection with the alteration, construction, repair, maintenance or use of the demised premises or with the operation therein or thereon conducted, immediately after said lien accrues or said charge becomes due and payable or will furnish adequate security satisfactory to Lessor that such liens or charges will be duly paid or satisfied. If Lessee does not either pay such lien or charge or furnish such security within 15 days after the lien or charge accrues or becomes due and payable, Lessor shall have the right to pay the lien or charge and Lessee shall repay the cost with interest at 6% per annum to Lessor as additional rent promptly upon rendition of bill.

LIENS AND CHARGES

ADVERTISING There shall be no advertising placed upon the demised premises except for Lessee's own legitimate purposes; and all advertising so placed shall be to the satisfaction of Lessor.

INSPECTION Lessor or its agents shall have the right to enter the demised premises at any time to examine them and Lessor or its agents may show the demised premises, and may place on the windows or doors thereof, or upon the bulletin boards, a notice "To Rent" for three months prior to the expiration of this lease.

LEAKS Lessor shall not be liable for any damage to any property, at any time, in the demised premises, from water, rain, or snow, which may leak into, issue or flow from, any part of the demised premises or from any pipes or plumbing work or from any other place or quarter.

INSURANCE Lessee shall provide insurance in limits, in companies and in forms acceptable to Lessor covering losses or liability for bodily injury to or death of any and all persons, and for loss or damage to any and all property of any kind including property rented or owned or in the care, custody or control of Lessor, and loss of use of any such property arising out of, directly or indirectly, or incidental to or in any way connected with this lease whether or not set forth in the indemnity clause herein. During the time all such insurance is in effect, the provisions of this paragraph shall supersede the indemnity clause in this lease set forth to the extent only that such insurance shall provide coverage and reimburse to Lessor for any and all such losses and liability. Lessee shall also provide fire and extended coverage insurance on any and all improvements of Lessor, protecting Lessor, on in limits, in companies and in forms acceptable to Lessor and shall also provide coverage against such other hazards as Lessor may from time to time require. Lessee may in lieu of providing the public liability and fire insurance above required, pay to Lessor the annual sum indicated by the Lessor, whereupon the indemnity and fire provision of this lease shall have no application. It is the intent of the parties hereto that Lessee shall provide either the insurance or the annual sum herein required.

DAMAGE In case any building of Lessor on the demised premises shall be only partially damaged by fire or any other casualty but not rendered untenable, the same shall be repaired as speedily as possible by Lessee but Lessor will reimburse Lessee to the extent of any insurance proceeds received by it not, however, to exceed the cost to Lessee of repairs as made, but in case the damages shall be so extensive as to render the building untenable and the demised premises without the building are substantially useless to Lessee, then the rent shall be reduced proportionately as of the date Lessor receives notice of such damage from Lessee and until such time as the building shall be put in repair by Lessor, but Lessor may elect not to repair building and may retain all such proceeds. In case Lessor elects not to repair the building Lessee shall have the option to surrender this lease upon notification by Lessor of its election not to repair. In case of the complete destruction of the building by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth, if Lessor decides not to restore the building, Lessee shall have the option to surrender this lease, in which event this lease shall cease and come to an end. In case of the complete destruction of the building by fire or otherwise and if Lessor elects to restore the building, Lessee shall be under no obligation to pay rent until such time as the restoration is completed to an extent making the building tenable. All these provisions shall be operative only if such damage or destruction be not caused by the carelessness, negligence, or improper conduct of Lessee or of agents or servants of Lessee, this lease shall continue in full force and effect and Lessee shall continue to pay the rental reserved without diminution, reduction, or abatement and Lessee shall have no option to surrender this lease. For the purposes of this paragraph, "building" shall be read in the plural where there is more than one building on the demised premises and for the purposes of this paragraph "building" shall be construed as including any and all improvements now or hereafter constructed or placed upon the demised premises by Lessor. If any improvements made by Lessee shall be damaged or destroyed, there shall be no abatement or diminution of rent or additional rents.

EMINENT DOMAIN If the whole or any substantial part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose then in that event the term of this lease shall cease from the date of title vesting in such proceeding and Lessee shall have no claim for the value of any unexpired term of the lease.

RENEWALS If Lessee, with the consent of Lessor, holds over and remains in possession of the demised premises after the expiration of said term, this lease shall be considered as renewed, and shall continue in effect from year to year, subject, however, to termination as herein provided, upon the same terms and conditions as are herein contained, until terminated by Lessor by giving the notice hereinbefore provided to Lessee of its intention to terminate the same, in the manner hereinbefore provided and with the like effect. In case Lessee without the written consent of Lessor vacates the demised premises before expiration of said term, the full rent for the current term shall then and thereupon become at once due and payable as if originally so provided herein as liquidated damage and not as a penalty.

SERVICES If the Lessee shall not pay the rent or any additional rent or rents on the day when the same shall become due and payable and such failure to pay rent or any additional rent or rents shall continue for a period of thirty (30) days, the Lessee shall pay a service charge in the amount of 6 per cent of such rent or any additional rent or rents or all of them for each month or portion of a month that the same shall remain unpaid; provided that such charge shall in no event be less than twenty-five dollars (\$25.00) for any month.

The covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the successors, executors, administrators and assigns of the parties hereto respectively provided, however, that this lease shall not be assigned by Lessee without the written consent of Lessor as aforesaid. It is expressly understood that nothing herein contained shall imply or import a covenant on the part of Lessor for quiet enjoyment.

The marginal notes used herein are so placed only for reading convenience and shall not have any other meaning, implication or purpose, legal or otherwise.

In Witness Whereof, Lessor has caused this instrument and a duplicate hereof to be signed by its Real Estate Agent, and Lessee has executed or caused this instrument and a duplicate hereof to be executed by its proper officer and its corporate seal to be affixed the day and year first above written.

THE NEW YORK CENTRAL RAILROAD COMPANY.

By

Real Estate Agent

In presence of

(SEAL)

(SEAL)

(SEAL)

RAILROAD PROTECTIVE INSURANCE

1942

YOUR AGENT IS WITH YOU OR GENERAL

In the past few years insurance protection has become an item which even the most unconcerned businessman demands of all users of his property. This has been forced upon almost every business by the flood of jury verdicts in cases involving injury or loss to persons or property. Hardly a day passes that a newspaper does not report a verdict that is far beyond the financial ability of many businesses to contain. Our experience that neither we nor the person with whom we make an agreement can afford to be without adequate coverage. This is so because the trend in the Courts of today is to bring every possible party into a law suit. It is entirely conceivable that any businessman or corporation may find himself tied up in bothersome and expensive litigation by his employees, by the employees of those with whom he deals, or by any passing outsider, irrespective of where the blame for negligence lies.

Just as its name implies, Railroad Protective Insurance protects the Railroad. Until recently, New York Central, like most other landlords, put into its leases and all other agreements a "hold harmless" clause. The lessee (for convenience, the term as used here also includes parties under wire crossing agreements, etc.) agreed that if there was an accident resulting in injury, or loss of Railroad property, or loss of a third party's property, it would make good the Railroad's losses and hold the Railroad harmless from any suit by it or by the third party. The idea of Railroad protection is as old as the Railroad itself. The insurance requirement is merely a change in the method of protection, not the idea.

There are several reasons why it has been decided to delete this "hold harmless" clause and to substitute an insurance requirement. For one thing, a "hold harmless" clause puts a heavy burden on the lessee. It means he must protect the Railroad or break one of the covenants of his lease. This is the very type of risk any prudent person would insure.

What the deletion of the "hold harmless" clause and the substitution of an insurance requirement does, then, is to eliminate the middle step, to put a definite dollar limit on the lessee's liability to the Railroad. The whole purpose of the plan--and of all insurance--is to be sure that the affected parties do not suffer financially if and when an accident happens. It's good business for both of us!

Real Estate Department,
New York, N.Y.

NAME OF INSURED - THE NEW YORK CENTRAL RAILROAD COMPANY AND ANY OF ITS AFFILIATED, ASSOCIATED, SUBSIDIARY OR CONTROLLED COMPANIES, AS THEY ARE OR AS THEY MAY HEREAFTER BE CONSTITUTED, AND THE INTEREST OF THE EXECUTIVE OFFICERS OF ANY OF THE AFORESAID COMPANIES AS THEIR SAID INTEREST MAY APPEAR, INCLUDING THE INTEREST OF SUCH NAMED OR ADDITIONAL INSURED IN JOINT FACILITIES.

AGREES with the Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this Policy:

INSURING AGREEMENTS

I. COVERAGE A

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages for injury to, or death including care and loss of services of any and all persons including passengers and employees of the Insured and injury to or destruction of, or damage to any and all property, including the loss of use thereof (including property used, hired or in the care, custody and control of the Insured, or any of its employees) growing out of, resulting directly or indirectly, or incident to the area described in the lease with the Insured, as Demised Premises and at any other location if such damage, injury or loss arises directly or indirectly as a consequence from performance of any operation in the furtherance of the provision of the aforesaid lease or other agreements with the Insured or their assigns, permittees, grantees, tenants, sub-tenants, or associates.

II. COVERAGE B

To pay for all loss or damage to property of the Insured including loss of use thereof, directly or indirectly resulting from, growing out of, or incident to the area described in the lease with the Insured as Demised Premises; and at any other location if such damage, injury or loss arises directly or indirectly as a consequence from performance of any operation in the furtherance of the provision of the aforesaid lease or other agreements with the Insured or their assigns, permittees, grantees, tenants, sub-tenants, or associates.

III. DEFINITION OF INSURED

The unqualified word Insured includes the Named Insured and all subsidiary companies and/or corporations, and also includes

- (1) any partner, executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (2) any other railroad operating over the tracks of the Named Insured.

IV. POLICY PERIOD, TERRITORY

This policy applies only to occurrences or losses which are caused and occur during the policy period arising out of the operations covered by this Policy.

CONDITIONS

1. LIMITATION OF LIABILITY

The liability of the Company under Coverages A or B shall be limited to a sum satisfactory to the Insured in any one occurrence or loss. There is no limit to the number of occurrences or losses for which claims may be made hereunder, provided such occurrences or losses happen during the policy period.

As respects Coverage B the Company shall not be liable beyond the cost of replacement of the property at the time of any loss, or damage occurs and the loss or damage shall be ascertained or estimated according to such cost of replacement with proper deductions for depreciation, however caused and shall in no event exceed what it would then cost to repair or replace same with material of like kind and quality.

2. INSPECTION

The company shall be permitted to inspect the Insured's premises, equipment, operation and records as far as they relate to the subject matter of this insurance at any time during the policy period and extension thereof.

3. DEFINITIONS

(a) Bodily Injury - The words "Bodily Injury" as used in this Policy shall be construed to include sickness and disease including death at any time resulting therefrom.

4. NOTICE OF OCCURRENCE OR LOSS

When an occurrence or loss is known to the Insurance Department of The New York Central Railroad Company, written notice shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the Insured and give reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses shall also be furnished.

5. NOTICE OF CLAIM OR SUIT

If claim is made or suit is brought against the Insured, and as soon as known by the Insurance Department of the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representatives.

6. ASSISTANCE AND COOPERATION OF THE INSURED

As respects Coverage A, the Insured shall cooperate with the Company and upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

7. ACTION AGAINST COMPANY

As respects Bodily Injury and damage to Property of others, no action shall lie against the Company unless, as a condition

precedent thereto, the Insured shall have fully complied with all the terms of this Policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability.

Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder.

8. OTHER INSURANCE

Any other insurance coverage for the same or similar hazards as afforded by this insurance directly obtained by or for the account of the insured shall be considered as excess insurance and shall not be considered contributory.

9. SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. All rights of subrogation under this Policy arising out of any claim or claims paid by the Company hereunder, are hereby waived against any affiliated or subsidiary company, corporation or association, or where the Railroad has previously waived subrogation at the time of loss.

10. CROSS LIABILITY

As respects claims of one or more Insureds for which another Insured is or may be held liable this policy shall cover such Insured against whom claim is or may be made in the same manner as if separate policies had been issued.

11. EXCLUSIONS

This policy does not apply

(a) under Coverage A to any obligation for which the Insured of any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law, provided that the Federal Employers' Liability Act, U.S. Code (1946) Title 45, Sections 51-60 and any revision thereof, shall not for the purpose of this insurance be deemed to be any similar law.

(b) with respect to Coverage B to any loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act incident to the foregoing.

(c) with respect to injury or damage to persons or property of others being transported by the Insureds under published tariffs if such damage or injury occurred solely and exclusively

out of and as a consequence of the Insureds' operations in the transportation of such persons or goods under published tariffs.

12. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by the President and Secretary.

13. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Company until its consent is endorsed hereon.

14. CANCELLATION

It is agreed that notice of cancellation may be served by either the Insured or the Company by giving sixty (60) days registered mail notice one to the other. The notice of cancellation will signify that no further premises will be added to the policy on or after the effective date of notice of cancellation. If the Company cancels, the insurance will continue on premises added prior to the effective date of the cancellation until the next renewal date of the effective date of the individual premises.

If the Insured cancels, earned premium shall be computed at the customary short rate tables. If the Company cancels, earned premium shall be paid at the customary pro-rata table, returning unearned premium to the Insured as soon as practical after cancellation.

15. The Company shall give registered mail notice to the Insured within 120 days after receipt of report of accident or loss from the Insured in the event that the Company desires to disclaim coverage with respect to such accident or loss. Failure of the Company to so notify the Insured shall estop the company from disclaiming coverage thereafter.

16. Failure to comply with one section of this policy or with respect to a loss or accident shall not invalidate other sections or with respect other losses or accidents.

DECLARATIONS

Item 1. NAME OF INSURED

THE NEW YORK CENTRAL RAILROAD COMPANY AND ANY OF ITS AFFILIATED, ASSOCIATED, SUBSIDIARY OR CONTROLLED COMPANIES, AS THEY ARE OR AS THEY MAY HEREAFTER BE CONSTITUTED AND THE INTEREST OF THE EXECUTIVE OFFICERS OF ANY OF THE AFORESAID COMPANIES AS THEIR SAID INTEREST MAY APPEAR, INCLUDING THE INTEREST OF SUCH NAMES OR ADDITIONAL INSURED IN JOINT FACILITIES.

Item 2. ADDRESS

Room 1112 - 466 Lexington Avenue, New York 17, N.Y.

Item 3. LOCATION AND DESCRIPTION OF OPERATIONS

| <u>Name of Lessee</u> | <u>Date of Lease</u> | <u>Location</u> | <u>Purpose</u> |
|-----------------------|----------------------|-----------------|----------------|
|-----------------------|----------------------|-----------------|----------------|

Item 4. POLICY PERIOD

From _____ until cancelled.

Item 5. PREMIUM

| <u>Name of Lessee</u> | <u>Date of Lease</u> | <u>Location</u> | <u>Flat Charge per Agreement</u> | <u>Advance</u> |
|-----------------------|----------------------|-----------------|--------------------------------------|----------------|
|-----------------------|----------------------|-----------------|--------------------------------------|----------------|

December 21, 1961

Mr. Owen Crumpacker
Attorney at Law
5217 Hohman Avenue
Hammond, Indiana

Dear Mr. Crumpacker:

Thank you for your letter of December 19, 1961 concerning the condemnation of the Fort Wayne and Jackson Railroad Company Property on the northeast corner of Main Street and Knitters Avenue, Declaratory Resolution 1066-1961.

If your company is in a position to show that the assessment of damages and benefits is incorrect, I am sure that the Board of Public Works will give every possible consideration to your presentation at the public hearing on December 27.

I am not in a position to commit the Board of Public Works as to what their final decision might be at the conclusion of the public hearing.

Very truly yours,



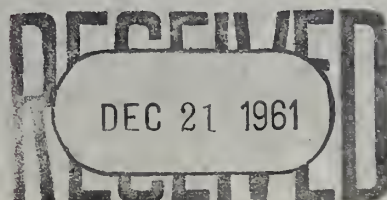
Edward Green
City Engineer

EG:ld

cc: Mayor Paul M. Burns
Board of Public Works

It might be desirable to get a commitment from Mr. McMillen to assume the expense involved in any greater award of damages than that presently proposed. If you wish me to pursue the matter further, please let me know.

E.G.



CRUMPACKER, GEMBERLING & ENSLEN

ATTORNEYS AT LAW

5217 HOHMAN AVENUE
HAMMOND, INDIANA

300 HAMMOND BUILDING
TELEPHONE WESTMORE 2-0925

PETER CRUMPACKER (1857-1918)
FREDERICK C. CRUMPACKER (1881-1948)
OWEN W. CRUMPACKER
THEODORE M. GEMBERLING
LOWELL E. ENSLEN
GEORGE V. BURBACH
HAROLD ABRAHAMSON
THOMAS T. CRUMPACKER

December 19, 1961

Mr. Edward Green
Chief Engineer
City Utilities
City of Fort Wayne
425 S. Calhoun
Fort Wayne, Indiana

In re: Condemnation of Fort Wayne & Jackson
Railroad Company Property on the NE
Corner of Main Street and Knitters
Avenue - Declaratory Resolution 1066-
1961

Dear Mr. Green:

Mr. McGraw, Clerk, has furnished us with a copy of the assessment
roll noticed for hearing on December 27.

I note that damages and benefits of \$1.00 each are assessed.

Is there any possibility that the City would be willing to pay
some compensation to the condemnee which would avoid the time and
expense involved in contesting the assessment?

We are in a position where we may have to protest the physical
taking of the property until and unless reasonable compensation is
paid.

I would appreciate your views on the matter.

Very truly yours,

Owen W. Crumacker

OWC/cac

cc: Kenneth McGraw

December 11, 1961

Mr. George V. Burbach
Crumpacker, Gemberling & Enslen
5217 Hohman Avenue
Hammond, Indiana

Dear Sir:

Re Declaratory Resolution 1066-1961

This has reference to the captioned Resolution for the condemnation of right of way for street purposes at the northeast corner of Main Street and Knitters Avenue.

The status of said Resolution is as follows:

Adopted: October 24, 1961
Advertised: Notice to Property Owners: Oct. 27 and
Nov. 3, 1961
Notices mailed Nov. 3, 1961
Hearing on Confirmation: Wednesday, Nov. 15, 1961
at 10 a.m.
Confirmed: November 15, 1961
Assessment Roll Ordered: November 15, 1961
Assessment Roll Approved: November 27, 1961
Hearing on Confirmation of Assessment Roll: Dec. 27,
1961, 9 a.m.
Notice to Non Residents: November 29, December 6,
and December 13, 1961.

You will note that the Assessment Roll will be finally confirmed on Wednesday, December 27, at 9 a.m.

Copy of the Resolution and the Assessment Roll advertisement is herewith attached.

Very truly yours,

, Clerk

KM:ms

BOARD OF PUBLIC WORKS

enc.
cc: Mayor Burns

CRUMPACKER, GEMBERLING & ENSLEN

ATTORNEYS AT LAW

5217 HOHMAN AVENUE

HAMMOND, INDIANA

300 HAMMOND BUILDING
TELEPHONE WESTMORE 2-0825

PETER CRUMPACKER (1857-1918)
FREDERICK C. CRUMPACKER (1881-1948)
OWEN W. CRUMPACKER
THEODORE M. GEMBERLING
LOWELL E. ENSLEN
GEORGE V. BURBACH
HAROLD ABRAHAMSON
THOMAS T. CRUMPACKER

November 14, 1961

Secretary
Board of Public Works & Safety
City Hall
Fort Wayne, Indiana

In re: Declaratory Resolution 1066-1961

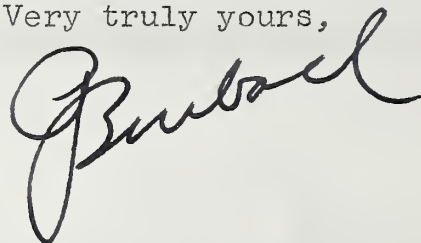
Dear Sir:

Enclosed herewith please find an original and 2 copies of the remonstrance of the Fort Wayne & Jackson Railroad Company in the above matter which we respectfully request you file upon receipt.

We would appreciate obtaining a copy of the said Declaratory Resolution 1066-1961, together with the copy of any resolution confirming, modifying, or rescinding this resolution as a result of the hearing on November 15, 1961.

Thanking you for your cooperation, I am

Very truly yours,



GVB/cac
Enclosures

NOTICE TO NON-RESIDENTS

TO: Fort Wayne and Jackson Railroad Company - The New York Central Railroad Company (Lessee) c/o New York Central Freight Agent, 129 E. Fourth Street, Fort Wayne, Indiana, New York Central System, 230 Park Avenue, New York 17, New York, and to all others whom it may concern; Railroad Right-of-Way. Amount of Benefits \$1.00. Amount of Damages \$1.00.

All in pursuance to Declaratory Resolution No. 1066-1961 (The Condemnation of right-of-way for street purposes at the Northeast corner of Main Street and Knitters Avenue; beginning at the intersection of the easterly right-of-way line of Knitters Avenue and the north right-of-way line of Main Street, both as presently established in the City of Fort Wayne, Indiana; thence east along the north right-of-way line of Main Street, a distance of 30 feet; thence in a northwesterly direction to a point on the easterly right-of-way line of Knitters Avenue, said point being 35 feet northeast of the point of beginning; thence in a southwesterly direction along the easterly right-of-way line of Knitters Avenue, a distance of 35 feet, to the point of beginning), authorized by an Act of the General Assembly of the State of Indiana, approved March 6, 1905, entitled "An Act Concerning Municipal Corporations," and the provisions of all Acts Amendatory thereto and supplemental thereof.

The Board of Public Works has fixed Wednesday, December 27, 1961 at 9:00 a.m., (EST) as the date and time when the Board will meet for the purpose of hearing any or such remonstrances which you may desire to present in regard to the amount of Benefits and Damages as aforesaid and for the purpose of taking action thereon.

PAUL F. ROEMBKE
H.N. CLAUSS
BERKELEY WARD
BOARD OF PUBLIC WORKS

ATTEST: Kenneth McGraw, Clerk

PUBLISH: November 29, December 6 and 13, 1961

OFFICE OF
BOARD OF PUBLIC WORKS



FORT WAYNE 2, INDIANA

43-339-10

B. O. 164-161

Date Nov. 15, 1961

To City Engineer

Subject Declaratory Res. No. 1066-1961

For the Condemnation of right of way for street purposes at the
northeast corner of Main Street and Knitters Avenue.

Prepare Assessment Roll of Benefits \$1.00 and Damages \$1.00.

Paul F. Roembke
H. N. Clauss
Berkeley Ward
BOARD OF PUBLIC WORKS

ic
attach Res. & P. O. List
cc: Mayor Burns

Signed _____

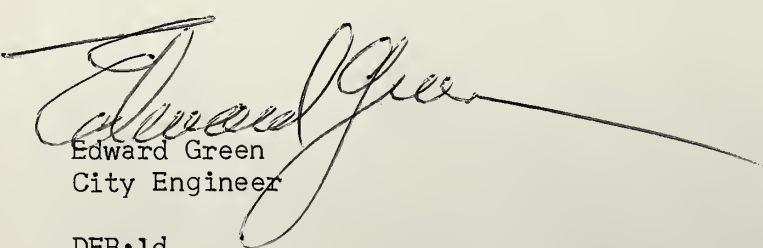
NOTED

Reply:

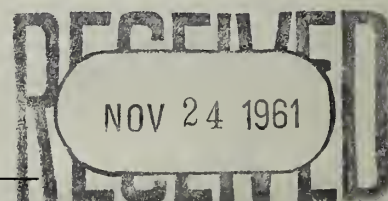
November 22, 1961

☐ P.F.R.
☐ H.N.C.
☐ B.W.

Assessment roll of benefits and damages completed and attached. Date _____


Edward Green
City Engineer

DEB:ld
attach.



Signed _____

SENDER: REMOVE & KEEP 3RD COPY - RECEIVER: ANSWER & KEEP 2ND COPY - RETURN 1ST COPY

NOTICE OF IMPROVEMENT

OFFICE BOARD OF PUBLIC WORKS

Fort Wayne, Indiana, **November 3, 1961**

To.....
.....

You are hereby notified that the Board of Public Works, of the City of Fort Wayne, Indiana, did
pass Improvement/**Declaratory** Resolution No. **1066-1961**
providing for the **Condemnation of right of way for street purposes at the northeast corner**
of Main Street and Knitters Avenue.

All work to be done under aforementioned Improvement Resolution shall be in accordance with the detailed plans, profile and specifications which are now on file and may be seen in the office of the Board of Public Works.

The Board has fixed..... **Wednesday, November 15, 1961 at 10:00 am.**
a date and time when they will hear and consider objections or remonstrances from all persons whose property will be affected by the proposed improvement.

You are hereby notified that

is subject to assessment for said proposed improvement under the Improvement Laws passed by the General Assembly of the State of Indiana, March 6, 1905, and under all acts amendatory thereto and supplemental thereof.

BOARD OF PUBLIC WORKS

ENGINEERING
DEPT. OF STREETS

DATE October 24, 1961

TO: Board of Public Works

SUBJECT: _____

Per verbal instructions from your office, we are attaching Declaratory Resolution, Drawing and Property Ownership List for condemning Railroad property at the northeast corner of Main Street and Knitters Avenue for street purposes.

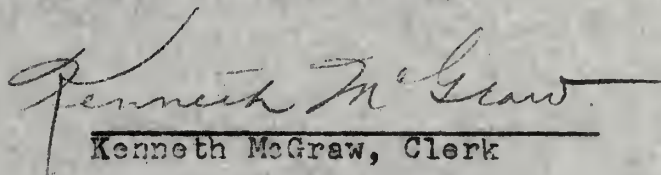
Please notify this office what board order number is assigned to this resolution.

Edward Green,
City Engineer

DEB/is
attachs.

cc: Mayor Burns

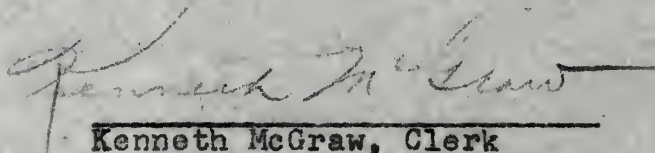
This is to certify that the attached is a true copy of
the Remonstrance filed with the Board of Public Works at 9 a.m.,
December 27, 1961, in connection with the Assessment of Benefits
and Damages on Declaratory Resolution No. 1066-1961.


Kenneth McGraw, Clerk

BOARD OF PUBLIC WORKS

KM:ms

This is to certify that the attached is a true copy of the Remonstrance filed with the Board of Public Works at 9 a.m., December 27, 1961, in connection with the Assessment of Benefits and Damages on Declaratory Resolution No. 1066-1961.

A handwritten signature in cursive script, appearing to read "Kenneth McGraw", is written over a horizontal line.

Kenneth McGraw, Clerk

BOARD OF PUBLIC WORKS

KM:ms



State of Indiana) SS:
County of Allen)

Before the Board of Public Works
of the City of Fort Wayne, Indiana

In the Matter of the
Condemnation of Right of Way
for Street Purposes of the
North~~East~~ Corner of Main Street
and Knitters Avenue, Fort Wayne,
Indiana, and the Assessment of
Benefits and Award of Damages
made in Connection Therewith, all
Pursuant to Proceedings Instituted
in Declaratory Resolution No.
1066-1961

REMONSTRANCE OF THE FORT WAYNE &
JACKSON RAILROAD COMPANY.

Comes now the Fort Wayne & Jackson Railroad Company
and remonstrates against the adoption of the Resolution of
Assessment and Award in the matter of the condemnation of
right of way for street purposes of the north~~east~~ corner of
Main Street and Knitters Avenue, in the City of Fort~~Wayne~~,
Allen County, Indiana, pursuant to Declaratory Resolution No.
1066-1961, and to the sustaining of the same for the
following reasons:

1. That the assessment of b enefits is illegal,
excessive and without right;
2. That the award of damages is insufficient and
wholly inadequate to compensate this remonstrator
for the damages actually sustained;
3. That the real estate belonging to this
remonstrator is not, in fact, benefited;
4. That no direct benefit shall accrue to this
remonstrator as a r'esult of the said taking of
its property.
5. That the damages and loss sustained by the
remonstrator exceeds the value of the benefits
which it may derive from the improvement.

6. The value of the real estate taken exceeds the value of the benefits and is greatly in excess of the amount of damages awarded;
7. The improvement is not required by the public needs;
8. That the Board of Public Works of the City of Fort Wayne did not follow the proper procedures in making and determining the damages and benefits;
9. That the Board of Public Works of the City of Fort Wayne has no legal authority to order or approve the awards or assessments;
10. That the benefits are not assessed against all of the property benefited;
11. That the benefits are not assessed against all property benefited within four miles as required by law;
12. That this remonstrator is not benefited by the condemnation of the North~~East~~ corner of Main Street and Knitters Avenue, Fort Wayne, Allen County, Indiana, and that the damages to its property which it will sustain is not adequately compensated for, and that if such proceedings are consummated it will amount to taking of the property of this remonstrator without due process of law.

THE FORT WAYNE & JACKSON
RAILROAD COMPANY

By Owen W. Crumpler

Kenneth D. Reed

Its Attorneys

BEFORE THE BOARD OF PUBLIC WORKS
AND SAFETY OF THE CITY OF
FORT WAYNE, INDIANA

IN THE MATTER OF THE
CONFIRMATION OF DECLARATORY
RESOLUTION 1066-1961

R E M O N S T R A N C E

Comes now the Fort Wayne & Jackson Railroad Company and remonstrates against the confirmation of Declaratory Resolution 1066-1961 for the following reasons:

- (1) That the condemnation is not required by the public need.
- (2) That the cost of the proposed condemnation will exceed the benefits to the public.
- (3) That the legal description of the property to be condemned is inadequate.
- (4) That the property to be condemned is already used for public purpose, to-wit: railroad right-of-way.
- (5) That the proposed condemnation is without authority of law.
- (6) That the proposed condemnation will deprive your remonstrator of its property without due process of law.

FORT WAYNE & JACKSON RAILROAD COMPANY

By

Caren W. Amforh
John J. Barber
Its Attorneys

July 30, 1962

Mr. Robert L. Hines
Associate City Attorney
334 Utility Building
Fort Wayne, Indiana

Dear Sir:

Pursuant with your letter of July 5 requesting check for \$3,500 to resolve the litigations on Declaratory 1058-1961 and Declaratory 1066-1961, we submit herewith two (2) checks to cover.

It will be necessary for the Judge to determine that the damages on Declaratory 1058 shall be \$3,500 instead of \$3,000 in order that we may legally pay the additional \$500. Otherwise the Board would have to determine the increased damages by Resolution and a public hearing would have to be held.

May we have the foregoing instrument to complete our files on the subject.

Very truly yours,

, Clerk

BOARD OF PUBLIC WORKS

KM:ms

enc. 2

cc: Mayor Burns

See 1058-1961
5/24
May 31, 1962

Mr. Robert L. Hines
Associate City Attorney
324 Utility Building
Fort Wayne, Indiana

Dear Bob:

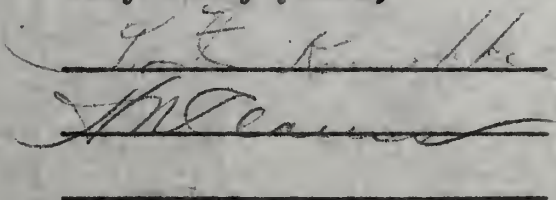
Re Fort Wayne Jackson Railroad
Company vs. City of Fort Wayne

This has reference to the pending litigations with the Fort Wayne Jackson Railroad Company on Declaratory Resolution 1066-1961 for the condemnation of right of way for street purposes at the northeast corner of Main Street and Knitters Avenue and Declaratory Resolution No. 1058-1961 for the condemnation of a permanent right of way for sewer easement and utility purposes in connection with the Third Street Storm Water Pumping Station.

We have noted your letter with reference to a compromise and this is to inform you the Board will be willing to grant damages in the amount of \$3,500 on the assessment roll of Declaratory Resolution 1058-1961 contingent upon receipt of a letter advising that both appeals have been dismissed.

In resolving these two cases, it shall be understood that on Declaratory 1066-1961 that the assessed damages and benefits shall remain at \$1.00 and that on Declaratory 1058-1961, it will be necessary to adopt a Resolution amending the assessed damages to \$3,500 instead of \$3,000.

Very truly yours,


BOARD OF PUBLIC WORKS

KM:ms
cc: Mayor Burns

1066
NOTED

☒ P.F.R.
☒ H.N.C.
☐ B.W.

January 4, 1962 Date _____

Mr. Kenneth D. Reed
Crumpacker, Gemberling & Enslen
5217 Hohman Avenue
Hammond, Indiana

Dear Sir:

Re Condemnation of northeast
corner of Main Street and
Knitters Avenue

Pursuant with your request, we attach hereto certified
copy of the proceedings of the Board meeting held December 27.

Very truly yours,

Kenneth McGraw, Clerk
BOARD OF PUBLIC WORKS

KM:ms

enc.

cc: Mayor Burns

Wednesday, December 27, 1961

Department of Public Works
Office of the Board
Room 101, City Hall
Regular meeting held at 9 a.m.

PRESENT

P. F. Roembke, H. N. Clauss,
B. Ward, K. McGraw, Clerk
J. E. Hoffman, Associate City
Attorney

EXCERPT FROM MINUTE RECORD NO. 43, PAGE 381,
PARAGRAPH 5

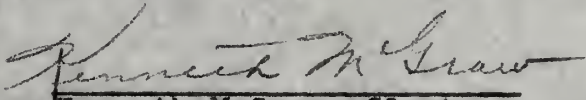
"5. HEARING ON CONFIRMATION OF
ASSESSMENT ROLL

Declaratory Resolution
No. 1066-1961, for the
Condemnation of right of
way for street purposes
at the northeast corner
of Main Street and Knitters
Avenue.

CONFIRMED and ordered
sent to Department of
Finance.

REMONSTRANCE received
and made a matter of
record. Said remon-
strance is filed with
Declaratory Resolution
No. 1066-1961. (Filed
by Fort Wayne and
Jackson Railroad Company.)"

This is to certify that the above is a true copy of the
Minute Record entry in connection with the Assessment of Benefits
of \$1.00 and Damages of \$1.00 on Declaratory Resolution No. 1066-1961.


Kenneth McGraw, Clerk
BOARD OF PUBLIC WORKS

KM:ms

CRUMPACKER, GEMBERLING & ENSLEN

ATTORNEYS AT LAW

5217 HOHMAN AVENUE

HAMMOND, INDIANA

300 HAMMOND BUILDING
TELEPHONE WESTMORE 2-0825

PETER CRUMPACKER (1857-1918)
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OWEN W. CRUMPACKER
THEODORE M. GEMBERLING
LOWELL E. ENSLEN
GEORGE V. BURBACH
HAROLD ABRAHAMSON

December 29, 1961

Mr. Kenneth McGraw
Clerk, Board of Public Works
City of Fort Wayne
425 S. Calhoun Street
Fort Wayne, Indiana

In re: Condemnation of NE Corner of
Main Street and Knitters Avenue

Dear Mr. McGraw:

Would you be kind enough to forward to me a certified copy of the proceedings held and had on December 27, 1961 before the Board of Works, at which time the remonstrance of the Fort Wayne & Jackson Railroad Company was overruled and a final resolution approving the assessment of benefits and damages adopted.

I will see that you are promptly reimbursed for your expenses in the matter.

Thanking you for your courtesy, I am

Very truly yours,

Kenneth D. Reed

KDR/cac

NOTED

☒ P.F.R.
☒ H.N.C.
☒ B.W.

Date _____

December 11, 1961

Mr. George V. Burbach
Crumpacker, Gemberling & Enslen
5217 Hohman Avenue
Hammond, Indiana

Dear Sir:

Re Declaratory Resolution 1066-1961

This has reference to the captioned Resolution for the condemnation of right of way for street purposes at the northeast corner of Main Street and Knitters Avenue.

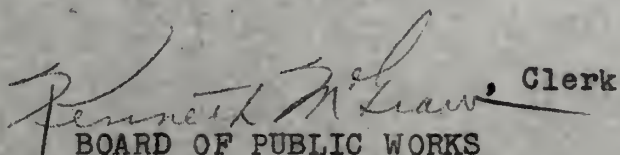
The status of said Resolution is as follows:

Adopted: October 24, 1961
Advertised: Notice to Property Owners: Oct. 27 and
Nov. 3, 1961
Notices mailed Nov. 3, 1961
Hearing on Confirmation: Wednesday, Nov. 15, 1961
at 10 a.m.
Confirmed: November 15, 1961
Assessment Roll Ordered: November 15, 1961
Assessment Roll Approved: November 27, 1961
Hearing on Confirmation of Assessment Roll: Dec. 27,
1961, 9 a.m.
Notice to Non Residents: November 29, December 6,
and December 13, 1961.

You will note that the Assessment Roll will be finally confirmed on Wednesday, December 27, at 9 a.m.

Copy of the Resolution and the Assessment Roll advertisement is herewith attached.

Very truly yours,

 Clerk
BOARD OF PUBLIC WORKS

KM:ms

enc.

cc: Mayor Burns

NOTED

RECEIVED
JAN 10 1964
B.W.

100

1066